

POLICY AGREEMENT FOR EVALUATION OF UNSOLICITED PROPOSALS

PRIOR TO THE ACCEPTANCE OF ANY ARTICLE OF EQUIPMENT, MATERIAL OR DISCLOSURE OF INFORMATION FOR EVALUATION OR TESTING BY THE AIR FORCE MATERIEL COMMAND, THE FOLLOWING POLICY MUST BE UNDERSTOOD AND AGREED TO BY THE INDIVIDUAL, FIRM, OR CORPORATION SUBMITTING SUCH ARTICLE, INVENTION, OR DISCLOSURE.

POLICY

1. The Air Force Materiel Command has a continuing interest in receiving and evaluating voluntary submissions, which contain new ideas, suggestions, and inventive concepts which are germane to the potential needs of the Air Force. However, the military service has many of its personnel and contractors working on research and development; consequently the substance of this submission may already be known to Government employees or Government contractors, may already be in the public domain, or may be available either now or later from sources other than this submission. Accordingly, it has been found desirable, in receiving voluntary submissions for evaluation, to exercise such precaution as will preclude misunderstanding by the submitter and prevent such submissions from having any restrictive or limiting effect on the Government's research and development programs.

2. It should be understood that acceptance for test or evaluation for potential usefulness to the Air Force does not imply a promise to pay, a recognition of novelty, originality, or uniqueness, or a contractual relationship such as would render the Government liable to pay for any use of information to which it would otherwise be entitled. The evaluation or testing of voluntary submissions will in no way obligate the Government to procure experimental production or other quantities of the article submitted or the item covered by the disclosure.

3. Due care will be exercised in the handling and testing of voluntary submissions. The Government will, however, assume no responsibility or liability to submitters or others for:

a. Damages to, destruction of, or loss of voluntary submissions resulting from testing activities or otherwise.

b. Damages or injuries (due to negligence or other cause) which are incurred or suffered by submitters, submitters' employees, or invitees during any test of such article or disclosure which is under the control of the submitter, his authorized agents, or employees whether or not Air Force personnel are participating in the test.

4. The manufacture, transportation, and maintenance of articles submitted to the Government for evaluation or testing will be accomplished without cost to the Government.

5. Submitters may furnish instructions to the Government concerning the disposal of voluntary submissions provided such instructions are furnished prior to completion of the tests or evaluation. Any disposal

in accordance with such instructions shall be at the expense of the submitter. In the absence of such instructions prior to the completion of the tests or evaluation, the Government will dispose of such property in accordance with established procedures.

6. The voluntary submissions will, for 3 years from the date of submission, be handled in accordance with established Government procedures for safeguarding such articles or information against unauthorized disclosure. In addition, for 3 years from the date of submission, data forming a part of or constituting the submission will not be disclosed outside the Government or be duplicated, used, or disclosed in whole or in part by the Air Force, except for record purposes or to evaluate the proposal. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source, or is in the public domain. Liability by reason of unauthorized disclosure of the submission by the Government will under no circumstances extend beyond the actual damage to the submitter caused by acts of the Government and cognizable in law. Furthermore, the Government accepts no liability for failure to safeguard information unless the information consists of a patentable invention, copyrighted material, or data constituting a trade secret. Proposals, without restrictive markings, received from educational or nonprofit organizations may be evaluated outside the Government provided that the evaluators agree in writing not to reproduce, use, or disclose the information in whole or part, except for the purpose of evaluation, without written permission from the submitter.

7. Unsolicited articles or disclosures are submitted and received in accordance with this Policy Agreement notwithstanding any contrary or inconsistent conditions imprinted on or submitted together with such articles or disclosures, or orally expressed.

8. Information covering the results of evaluations or tests will be furnished to submitters upon request. Such information shall not be construed as an indorsement by the Government of articles or the subject matter of disclosures nor shall they be used in whole or in part for advertising purposes with industry or other Government agencies.

9. The terms of this Policy Agreement shall apply to all submitted articles and disclosures. The provisions of any contract for procurement resulting from these disclosures will supersede this understanding.

CERTIFICATION BY SUBMITTER

I certify that I have read the policy of the Air Force Materiel Command set forth above and understand and agree to the terms and conditions thereof.

I further certify that I am (check appropriate box or boxes below)

- ☐ Sole owner of all articles, disclosures and inventions submitted for evaluation or testing
- ☐ A member of the partnership or association identified below and have full authority to bind said partnership or association
- ☐ An authorized representative of the corporation identified below and have full authority to bind said corporation

SUBMITTED BY (Include typed name and title, name of partnership, association, or corporation, if applicable; and address)

RECEIVED BY (Include typed name, grade, title, and AFMC organization identification)

SIGNATURE

DATE

SIGNATURE

DATE